

SERIAL 06037 IGA MEDICAL TRANSCRIPTION SERVICES

DATE OF LAST REVISION: March 30, 2006

CONTRACT END DATE: January 05, 2007

**CONTRACT PERIOD BEGINNING MARCH 30, 2006
ENDING JANUARY 05, 2007**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MEDICAL TRANSCRIPTION SERVICES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Maricopa Integrated Health System C-90-03-554-1. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code S073017, B0700071

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

AMENDMENT TO A CONTRACT

BETWEEN

MARICOPA INTEGRATED HEALTH SYSTEM

AND

CORNERSTONE MEDICAL TRANSCRIPTION SERVICES

- I. The above named Contract is hereby amended as specified below:
- A. Extend the term of the Contract for an additional twelve months, making the aggregate term of the Contract January 6, 2003 through January 5, 2006 7.
- B. In Section IV, COMPENSATION, 2. PRICING, delete A:
- ~~"During the term of this Contract, the maximum amount of compensation due Contractor from Maricopa County for any and all services performed and the obligations and duties hereunder shall not exceed \$100,000.00".~~
- C. In Section IV, COMPENSATION, 2. PRICING, delete the letter B and change the wording of B to:
- "MIHS will pay the Contractor as specified below for the term upon execution through January 5, 2005. January 5, 2006. January 5, 2007."
- D. On contract cover page, #3. Contract Amount: delete:
- ~~"Not to exceed \$100,000.00."~~
- II. All other terms and conditions of the original Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

CORNERSTONE MEDICAL
TRANSCRIPTION SERVICES

MARICOPA COUNTY SPECIAL HEALTH
CARE DISTRICT
dba
MARICOPA INTEGRATED HEALTH SYSTEM

BY: _____
Signature Date

BY: _____
Signature Date

Typed Name and Title

Steve Ellis, Chief Procurement Officer

AMENDMENT TO A CONTRACT

BETWEEN

MARICOPA INTEGRATED HEALTH SYSTEM

AND

CORNERSTONE MEDICAL TRANSCRIPTION SERVICES

- I. The above named Contract is hereby amended as specified below:
- A. Extend the term of the Contract for an additional twelve months, making the aggregate term of the Contract January 6, 2003 through January 5, 2006.
 - B. In Section IV, COMPENSATION, 2. PRICING, B:

Change wording to:

"MIHS will pay the Contractor as specified below for the term upon execution through ~~January 5, 2005~~ January 5, 2006."
- II. All other terms and conditions of the original Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

CORNERSTONE MEDICAL
TRANSCRIPTION SERVICES

MARICOPA COUNTY SPECIAL HEALTH
CARE DISTRICT
dba
MARICOPA INTEGRATED HEALTH SYSTEM

BY: _____
Signature Date

BY: _____
Signature Date

Typed Name and Title

Steve Ellis, Chief Procurement Officer

AMENDMENT TO A CONTRACT

BETWEEN

MARICOPA COUNTY DBA:

MARICOPA INTEGRATED HEALTH SYSTEM

AND

CORNERSTONE MEDICAL TRANSCRIPTION SERVICE

I. The above named Contract is hereby amended as specified below:

A. Amend the **#3. Contract Amount** from ~~Not to Exceed \$100,000~~ to **Not to Exceed \$100,000.00 annually**.

B. Amend **SECTION IV, COMPENSATION, 2. PRICING**, as follows:

During the term of this Contract, the maximum amount of compensation due Contractor from Maricopa County for any and all services performed and the obligations and duties hereunder shall not exceed \$100,000.00 **annually**.

II. All other terms and conditions of the original Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

**CORNERSTONE MEDICAL
TRANSCRIPTION SERVICES**

**MARICOPA INTEGRATED
HEALTH SYSTEM**

BY: _____
Signature Date

BY: _____
Steve Ellis Date
Director, Materials Management

Typed Name and Title

AMENDMENT TO A CONTRACT

BETWEEN

MARICOPA COUNTY DBA:

MARICOPA INTEGRATED HEALTH SYSTEM

AND

CORNERSTONE MEDICAL TRANSCRIPTION SERVICE

- I. The above named Contract is hereby amended as specified below:
 - A. Extend the term of the Contract for an additional twelve months, making the aggregate term of the Contract January 6, 2003 through January 5, 2005.
 - B. In Section IV, COMPENSATION, 2. PRICING, B:

Change wording to:

MIHs will pay the Contractor as specified below for the term upon execution through January 5, 2003. January 5, 2005.
- II. All other terms and conditions of the original Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

**CORNERSTONE MEDICAL
TRANSCRIPTION SERVICES**

**MARICOPA INTEGRATED
HEALTH SYSTEM**

BY: _____
Signature Date

BY: _____
Steve Ellis Date
Director, Materials Management

Typed Name and Title

**CONTRACT FOR MEDICAL TRANSCRIPTION SERVICES
MARICOPA INTEGRATED HEALTH SYSTEM
2611 East Pierce, Phoenix, Arizona 85008**

1. **Contract No.:** C-90-03-554-1 2. **Contract Type:** Unit Cost
3. **Contract Amount:** Not to exceed \$100,000 4. **Contractor FEI/SSN:** 527-57-6734
5. **Start Date:** January 6, 2003 6. **Expiration Date:** January 5, 2004

This Contract is entered into by and between Cornerstone Medical Transcription Service, ("Contractor"), and Maricopa County, **d.b.a. Maricopa Integrated Health System ("MIHS")**. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein.

Section I – General Provisions
Section II – Special Provisions

Section III – Work Statement
Section IV – Compensation

Attachments

This Contract contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as a consent to any suit, action or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, MIHS, or Contractor, in any State or Federal Court.

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

Notice to Contractor: Cheryl Markel Phone: (623) 878-2014 Fax: (623) 486-5625

Address: P.O. Box 5849, Peoria, AZ 85385-5849

Notice to MIHS: Maricopa Integrated Health System, Attention: Contracts Administrator

Address: 2611 E Pierce, 2nd Floor, Phoenix, Az 85008 Phone: 602-344-1484 Fax: 602-344-1813

IN WITNESS WHEREOF, the parties enter into this Contract:

CONTRACTOR

MARICOPA INTEGRATED HEALTH SYSTEM

BY: _____
Signature Date

BY: _____
Wes Baysinger
Director of Materials Managment

Typed Name & Title

1. ORDER OF PRECEDENCE

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control.

2. DEFINITIONS

As used in this Contract, the following terms shall have the meanings set forth below:

CEO means the Chief Executive Officer of Maricopa Integrated Health System or his/her designee.

Contract means this document and all its attachments and amendments, including where applicable, contractors/respondents proposal.

Contractor means the person, firm or organization listed on the cover page of this Contract and includes its agents, employees, and sub-contractors.

County means Maricopa County, a political subdivision of the State of Arizona

Department means any Department of Maricopa County other than Maricopa Integrated Health System.

Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable state or federal law.

HIPPA means the Health Insurance Portability and Accountability Act of 1996 (PL 104-191) and the United States Department of Health and Human Services (DHHS) final regulations on "Privacy Standards for Individually Identifiable Health Information", as amended and clarified from time to time.

JCAHO means the Joint Commission for the Accreditation of Healthcare Organizations.

Maricopa Health System means Maricopa Medical Center (MMC) and the Family Healthcare Centers (FHCs).

Maricopa Integrated Health System (MIHS) means the component of Maricopa County Government that operates the Maricopa Health System and the MIHS Health Plans.

Maricopa Medical Center (MMC) means the hospital component of MIHS located at 2601 East Roosevelt, Phoenix, Arizona.

Patient means any individual who is provided health care at a MIHS owned, operated or contracted health care facility or by a MIHS contracted provider.

Subcontractor means a sub-contractor to the Contractor for performance under this Contract.

3. LAWS, RULES AND REGULATIONS

- A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.
- B. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

4. NO GUARANTEED VOLUME

MIHS makes no representations nor guarantees the Contractor any maximum or minimum volume, payment, reimbursement, member assignment or number of units of service to be provided.

5. NON-EXCLUSIVE STATUS

MIHS reserves the right to have the same or similar service provided by a provider other than the Contractor. Contractor will not be obligated to render professional services exclusively on behalf of MIHS or to Members or Patients; provided however, that such non-MIHS activities do not hinder, impair or conflict with Contractor's ability to fully perform its obligations under this Contract.

6. UNIVERSALITY

This Contract is awarded on behalf of Maricopa County in its entirety. Any Department in Maricopa County that has need, of the services identified herein may utilize such services. Such use by other County Departments will require an amendment to this Contract to adjust the issues related to such, other services, specify the process for claims submission, and address any other Department's processes that vary from this Contract.

7. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

Contractor shall fully cooperate with other MIHS contractors and subcontractors and carefully plan and perform its own work to accommodate the work of other MIHS contractors. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor, with the exception of those necessary to protect Members from danger.

8. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED MEMBER INFORMATION

MIHS and Contractor shall safeguard confidential and privileged Member and Patient information i.e., medical, financial and patient specific information in accordance with all applicable federal, state and local laws, rules, and/or regulations, including HIPAA. The use or disclosure by any party of any information concerning a Member or Patient served under this Contract or any other applicable Payer Contract is directly limited to services under this Contract subject to applicable federal, state and local laws, rules and/or regulations. Contractor's obligation to maintain the confidentiality of all medical, financial and patient

specific information shall exist after termination or expiration of this Contract. Contractor shall assist MIHS with regard to MIHS' obligation to comply with HIPAA.

9. SUPPLY AND OWNERSHIP OF INFORMATION

Each party shall supply to the other party, upon request, any available information that is relevant to this Contract or any other applicable Payer Contract and to the performance of the parties hereunder.

Subject to applicable state and federal laws, rules and regulations, including without limitation those concerning confidentiality of Member and Patient records, MIHS shall have shared ownership rights to such records whether housed by Contractor or MIHS and the shared right to inspect, reproduce, duplicate, distribute, display, disclose and otherwise use all records, reports, information, data and material prepared by the Contractor in performance of the Contract.

10. LICENSES AND PERMITS

- A. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself current and fully informed of existing and future federal, state, and local laws, ordinances and regulations, which in any manner affect the fulfillment of this contract and shall comply with the same.
- B. The Contractor and Contractor's employees and subcontractors must not be under any sanctions, restrictions or provisional status from any applicable federal or state licensing/certifying/credentialing agency, including but not limited to JCAHO.

11. TAX AND INSURANCE OBLIGATIONS

Contractor assumes sole and exclusive responsibility for payment of any state and federal income taxes, federal social security taxes, workmen's and unemployment insurance benefits for its physicians, staff, agents and employees as well as any and all other mandatory governmental deductions or obligations; in addition, Contractor assumes sole and exclusive responsibility for any pension or retirement program(s) for its physicians, staff, agents or employees whether required by law or not; in connection with the obligations contained in this paragraph, Contractor shall indemnify, defend and hold harmless Maricopa County or AHCCCS for any and all liability which Maricopa County and AHCCCS may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as Maricopa County's and AHCCCS's liability for any such taxes or mandatory governmental obligations.

12. RETENTION AND ADEQUACY OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract or any other applicable Payer Contract for at least six years after final payment or until six years after the resolution of any audit questions or disputes. The

County, MIHS, state or federal auditors and any other persons duly authorized by MIHS shall have full access to, and the right to examine, copy and make use of any and all said materials. The Contractor's medical and clinical record system will provide accurate, timely, complete, organized and legible information.

13. CONTRACT COMPLIANCE MONITORING

- A. MIHS shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by MIHS, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for MIHS' monitors, all records and accounts relating to the work performed or the services provided under this Contract. Upon request, the Contractor will investigate and respond in writing to appropriate MIHS staff concerns within ten (10) calendar days of receipt or notification of a request.
- B. If MIHS needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and Maricopa County agree in writing, they will equally share such expenses.
- C. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- D. MIHS may change or add to such requirements, laws, rules and regulations from time to time.

14. AUDIT AND AUDIT DISALLOWANCE

- A. MIHS reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to MIHS. Such audits will be made at MIHS' expense at a time and place convenient to the Contractor. If the Contractor desires to participate in the selection of the auditor, the Contractor must be willing to share equally in the costs.
- B. MIHS representatives displaying MIHS identification shall have the right during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.
- C. If at any time it is determined by MIHS that a service or commodity for which payment has been made is disallowed, MIHS shall notify the Contractor in writing with the required course of action. It is at MIHS's option to submit an invoice to Contractor for the amount, to adjust any future claim submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in ARS § 44-1201 of the disallowed amount by the Contractor.
- D. Contractor, upon written notice, shall reimburse MIHS for any payments made under this Contract which are disallowed by a state, federal or Maricopa County audit in the amount of the disallowance.

- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs.

15. COUNTY RECOUPMENT RIGHTS

In addition to any other remedies set forth in this Contract, MIHS has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, or where such monies should not have been provided to Contractor under the terms of this Contract or any other Payer Contract or where MIHS is obligated to recoup under state or federal laws.

16. DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Maricopa County Dispute Process as specified in applicable MIHS Procurement Code or under the Maricopa County Procurement Code Article 9 (the latter is available at www.maricopa.gov) as amended from time to time.

17. NON-DISCRIMINATION

The Contractor shall not in any way discriminate against any Member or Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against and shall take positive action to ensure that discrimination does not occur regarding any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or political affiliation. Employment discrimination includes harassment because of any individual's race, color, religion, sex, national origin, age or disability. The Contractor will, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 99-4 and Federal Order 11246, which mandates that all persons shall have equal access to employment opportunities. Furthermore, Contractor shall not violate any local, state or federal law, rule or regulation prohibiting discrimination in employment.

19. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, MIHS shall have the right to terminate this Contract without liability and at its sole discretion, to deduct from the Contract

price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY

- A. The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.
- B. This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.
- C. Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor occurring in the performance under this Contract or any other applicable Payer Contract, nor shall the County be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.

21. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County and MIHS, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any professional services as well as any other activity of or by Contractor under this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes or omissions related to any professional services as well as any other activity under the terms of this Contract, or any other Payer Contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend County and MIHS in any actions referenced above.

- B. Nothing in this Contract or any other Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.
- C. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

- A. **General.** The Contractor shall, at its own expense, purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed has been satisfactorily completed and formally accepted by MIHS. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.
- D. **Tail Coverage.** In the event any insurance policy (ies) required by this Contract are written on a "claims made" basis, coverage shall extend for at least two years beyond the termination of this Contract, and such coverage shall be evidenced in the Certificates of Insurance.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor's policies or any breach of a policy warranty shall not affect Contractor's obligations or coverage afforded under the policies to protect the County.
- F. **Waiver (Subrogation).** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.
- G. **Deductible/Retention.** Contractor's policies may provide coverage, which contain deductibles or self-insured retention's. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract shall not expire, be canceled, or materially changed without 15 days prior written notice to the County. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.
- J. **Copies of Policies.** The County reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.

- K. **Primary Coverage.** Contractor's insurance shall be the primary insurance under the terms of this contract as respects the County; any insurance or self insurance program maintained by County shall not contribute to Contractor's insurance obligations hereunder.
- L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverages indicated by a checkmark:

- ☒ 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than 1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering; the liability assumed under the indemnification provisions of this Contract shall be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc, Additional Insured, Form B, and CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit any third party action over claims.

- ☐ 2. **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).
- ☒ 3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- ☐ 4. **Professional Liability.** Professional Liability insurance (for health care, and health care related services) which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.
- ☐ 5. **Errors and Omissions Insurance.** Errors and Omissions Insurance, other than Professional Liability Coverage referenced above, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim and \$3,000,000 in the aggregate.

23. ASSIST WITH DEFENSE IN LITIGATION

Contractor agrees to cooperate in the defense of lawsuits or other quasi-legal actions arising from work performed under this Contract or any other applicable Payer Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with County Attorney staff, or other representatives of the County.

24. USE OF COUNTY PROPERTY

- A. The Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract.
- B. Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor, his employees or subcontractors.

25. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

26. NO WAIVER OF STRICT COMPLIANCE

Acceptance by MIHS of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

27. PROHIBITION AGAINST LOBBYING

- A. Pursuant to P.L.101-121 (31 U.S.C.§1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.
- B. Contractor shall not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, or local governmental entity, with regard to any grant, contract or loan.

28. QUALITY MANAGEMENT

Contractor shall fully cooperate with MIHS to fulfill any quality management program requirements undertaken by MIHS or required by the Health Care Financing Administration (HCFA), AHCCCS/ALTCS, Arizona Department of Health Services (ADHS), and all other regulatory or accrediting bodies, including but not limited to the JCAHO, that pertain to services provided under this Contract.

29. CERTIFICATION OF COST AND PRICING DATA

- A. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which MIHS finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to MIHS that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to MIHS, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

30. USE OF CONTRACTOR'S NAME, SYMBOLS AND SERVICE MARKS

MIHS may utilize Contractor's name as one of its Contractors or providers in its marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

While each party agrees to permit the other to use that party's address, photograph, telephone number, and description of services in its regulatory documentation or for marketing purposes, neither party may use the other party's name, symbols or trademarks, nor any proprietary information without prior written approval of the other party.

31. CONTRACTORS COMPLIANCE WITH PAYER POLICIES AND PROCEDURES

MIHS and Contractor will comply with policies and procedures imposed by Payers regarding services performed by Contractor or MIHS under a Payer Contract, including but not limited to prior authorization, encountering, claim submission and verification of Covered Services provision.

32. NO THIRD PARTY BENEFICIARY RIGHTS

The obligation of each party under this Contract is intended to solely benefit the other party. No other person shall be a third party beneficiary of this Contract, nor have any rights under this Contract.

33. TERM OF THIS CONTRACT AND RIGHT TO EXTEND

The term of this Contract shall be as set forth on the Cover Page, unless otherwise terminated or extended in accordance with the terms of this Agreement.

Subject to the availability of funds and acceptable Contractor performance, MIHS may extend this Contract for additional periods, not to exceed a total term of five years from the Effective Date.

34. ADJUSTMENTS TO CONTRACT TERM AND PRICE

Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor 120 days prior to the expiration date. Any increase in the cost of service or price, must be mutually acceptable to MIHS and the Contractor and be incorporated into this Contract by amendment.

35. ASSIGNMENTS

- A. Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of the CEO. Any attempt by the Contractor to assign any portion of this Contract without the written consent of MIHS shall constitute a breach of this Contract, and may render this Contract null and void.
- B. No assignment shall alter the Contractor's legal responsibility to MIHS to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all Contractor's assignments.
- C. Maricopa County may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

36. SUBCONTRACTS

- A. No subcontract alters the Contractor's legal responsibility to MIHS to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all Contractor's subcontracts.
- B. Contractor may enter into Subcontractor agreements with qualified providers or with professional corporations. All such subcontracts are subject to the review and prior approval of MIHS.
- C. Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers and representatives, occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by MIHS to enforce this provision, even in absence of its own negligence, unless County actions caused the loss or damage.
- D. If Contractor is a professional corporation, professional limited liability company, partnership or other association, Contractor shall obligate in writing each of its shareholders, members, partners or professional employees who may perform services under this Contract, to comply with all of the terms and conditions of this Contract.
- E. The CEO may require the termination of any subcontract or subcontractor for the reasons set forth in Paragraph #39, Termination.

37. AMENDMENTS

- A. All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.
- B. When MIHS issues an amendment, the Contractor shall sign and return the required number of original copies of the amendment. The provisions of such amendment will be deemed to have been accepted 60 days after the date of mailing by MIHS even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies MIHS in writing that it refuses to sign the amendment. If the Contractor provides such notification, MIHS will initiate a Dispute or Termination proceeding, as appropriate.
- C. MIHS may, by written amendment, make changes within the general scope of this Contract. If any such amendment causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Contractor or MIHS may assert its right to an equitable adjustment in compensation paid under this contract. The Contractor or MIHS must assert its right to such adjustment within 30 days from the date of receipt of the change notice.

38. TERMINATION**A. Termination For Convenience**

Either party may terminate this Contract at any time with 90 days notice in writing to the other party. This provision does not preclude MIHS from terminating the Contract sooner under other applicable provisions of this Contract.

B. Termination By Mutual Agreement

This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

C. Termination For Cause

MIHS may terminate this Contract for cause upon 14 calendar days written notice to the Contractor. Such cause may include, but not be limited to, the following:

- (1) Breach of this Contract which is not corrected within 14 calendar days after written notice thereof, served by certified or registered mail, return receipt requested.
- (2) Professional misconduct as determined by MMC's Medical Staff in accordance with the MMC's Medical Staff Bylaws or Rules and Regulations.
- (3) Continual neglect of duty or violation of MMC's or MMC's Medical Staff Bylaws, Rules and Regulations, or policies.
- (4) Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.

D. Immediate Termination

- (1) MIHS may terminate this Contract immediately when the life, health or safety of a Member, Beneficiary, Patient, County employee or County Contracted employee is jeopardized by the activities or inactivities of Contractor.
- (2) MIHS may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
 - a. Loss, restriction or suspension of Contractor's license, certification or other authority essential to its ability to perform its obligations under this Contract including, but not limited to, decertification from participation in the AHCCCS, Medicaid or Medicare programs,
 - b. Insolvency, dissolution or bankruptcy of the Contractor.

E. Termination - Availability Of Funds

If any action is taken by any state agency, federal department, county government or any other agency, payer or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, MIHS may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, MIHS shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract or any other applicable Payer Contract. MIHS shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section.

Such notice shall be given by personal delivery or by Registered or Certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

F. Obligations Of Provider Upon Termination

Contractor shall use best efforts to transfer care of Members to other Providers as soon as practical upon suspension or termination of this Contract by MIHS. Contractor is responsible for care of Members until they are accepted by another qualified provider and is obligated to accept payment rates stated herein for those services rendered from MIHS or any other Payer.

- G. If this Contract is terminated on the bases of Paragraph(s) 39. A, B, or D, the provisions of Paragraph 16, Disputes, do not apply.

39. DEFAULT

The County may suspend, modify or terminate this Contract in whole or in part, immediately upon written notice to Contractor in the event of a non-performance of stated objectives or

any other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame or in the contractually prescribed manner.

40. AVAILABILITY OF FUNDS

The provisions under this Contract or any other applicable Payer Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to MIHS for disbursement. The CEO shall be the sole judge and authority in determining the availability of funds and MIHS shall keep the Contractor fully informed as to the availability of funds.

41. CONTRACTOR'S CONDUCT

Contractor will not engage in any conduct, activities, business or professional arrangements that jeopardize this Contract or Contractor's performance, obligations or duties under this Contract.

42. RIGHT OF CANCELLATION PER A.R.S. § 38-511

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.

Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

MEDICAL TRANSCRIPTION SERVICES**1. SERVICE GOAL**

This service provides timely, accurate medical transcription of dictated reports as more fully set forth in Paragraph 3 below.

2. UNIT OF SERVICE DEFINITION

One unit of service equals one (1) 65 character line.

3. SERVICE OBJECTIVES AND TASKS

Objective 1: To provide medical transcription staffing to handle overflow transcription services.

Service Tasks

- 1.1 Provide competent transcription staff with a minimum of 3 years acute care transcription experience who are able to transcribe on-site using MIHS typing platform or have the ability to access dictation remotely using MIHS templates.
- 1.2 Transcription staff will comply with AAMT Standards for quality and style.
- 1.3 Transcription staff will complete and return all dictated reports within 24 hours of date of receipt. Reports will be typed in Word 97.

Objective 2: Contractor will provide key contact person.

- 2.1 Contact will coordinate workflow with appropriate hospital personnel.
- 2.2 Contact will provide weekly updates on reports transcribed and billed.

Cornerstone Medical Transcription Services

1. COMPENSATION

- A. Subject to the availability of funds, MIHS will, within 45 days from the date of receipt of an invoice, process and remit to the Contractor, a warrant for payment up to the maximum total allowable. Contractor will direct all invoice inquiries to the Accounts Payable Department (602) 344-8545. If the Contractor does not believe that there has been a fair resolution of the issue, they may initiate the Disputes process in accordance with the Disputes clause of this contract.

2. PRICING

- A. During the term of this Contract, the maximum amount of compensation due Contractor from Maricopa County for any and all services performed and the obligations and duties hereunder shall not exceed \$100,000.00
- B. MIHS will pay the Contractor as specified below for the term upon execution through January 5, 2003.

\$ 0.125 cents per 65-Character Line

3. METHOD OF PAYMENT

- A. Contractor will provide itemized monthly invoices to:

Maricopa Integrated Health System
Attention: Chris Kelloff
2601 East Roosevelt
Phoenix, AZ 85008